



RESOLUTION NO. U-11627

1 A RESOLUTION related to Tacoma Water, declaring certain utility-owned real
2 property surplus and authorizing the sale of the same to Pierce County
for the development of Affordable Housing pursuant to RCW 39.33.015.

3 WHEREAS Department of Public Utilities, Water Division ("Tacoma
4 Water"), requests the Board declare surplus and authorize the no-cost transfer
5 of three vacant properties to Pierce County for the development of Affordable
6 Housing, and
7

8 WHEREAS all three properties are in a suburban location in
9 unincorporated Pierce County and are identified as: Pierce County Assessor
10 Tax Parcel Nos. 0319031019, comprising approximately 0.97 acres of land, at
11 9512 East 17th Avenue; 0319052079, comprising approximately 1.037 acres of
12 land, at 10240 18th Avenue South; and 0319053157, comprising approximately
13 0.679 acres of land, at 10737 Ainsworth Avenue South, and
14

15 WHEREAS upon transfer, easements will be reserved to both Tacoma
16 Water and to the Light Division ("Tacoma Power") for all existing on-site
17 Tacoma Water and Tacoma Power infrastructure, and
18

19 WHEREAS the properties were originally purchased in 2002 for a
20 potential well site as part of the Southeast Tacoma Mutual water system
21 acquisition, and
22

23 WHEREAS the well site was never built, and Tacoma Water determined
24 there is no foreseeable need to retain the properties, and
25

26 WHEREAS the properties were identified as potential Affordable Housing
that supports the City's initiative under RCW 39.33.015, and



WHEREAS the only party that has expressed an interest in the
1 properties was Pierce County, who will develop the properties for Affordable
2 Housing in accordance with applicable laws, and
3

WHEREAS the cost to acquire the properties in 2002 is estimated to be
4 \$17,551.00, and the current combined Assessed Value is now \$694,500, Now,
5 therefore,
6

7 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

8 Sec. 1. That pursuant to RCW 39.33.015 it is in the best interests of the
9 Department to approve the negotiated sale of three properties located in
10 unincorporated Pierce County and identified as Pierce County Assessor Tax
11 Parcel Nos. 0319031019, comprising approximately 0.97 acres of land, at 9512
12 East 17th Avenue; 0319052079, comprising approximately 1.037 acres of land,
13 at 10240 18th Avenue South; and 0319053157, comprising approximately 0.679
14 acres of land, at 10737 Ainsworth Avenue South, and as more fully described in
15 the documents on file with the Clerk of the Board (collectively referred to as the
16 "Property"), to Pierce County for the development of Affordable Housing.
17

18 Sec. 2. That the Property is not essential for continued effective utility
19 service by Tacoma Water and is properly declared surplus and excess to
20 Tacoma Water's needs.
21

22 Sec. 3. That the City Council is requested to hold a public hearing on this
23 matter pursuant to RCW 35.94.040, and thereafter approve this recommended
24 sale and authorize the proper officers of the City of Tacoma to execute all
25
26



necessary documents, substantially in the same form as on file with the Clerk of
the Board, and as approved by the City Attorney's Office.

Approved as to form:

Chair

_____/s/_____
Chief Deputy City Attorney

Secretary

Clerk

Adopted _____



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Keri Burchard-Juarez, Tacoma Water Superintendent 
MEETING DATE: September 23, 2026
DATE: August 25, 2026

GUIDING PRINCIPLE ALIGNMENT (select as many that apply):

Please indicate which of the Public Utility Board's Guiding Principle(s) is supported by this action.

- ☒ Customer and Community
- ☒ Resource Sustainability and Stewardship
- ☐ Employees and Culture

SUMMARY: Declare surplus and authorize the no-cost transfer of three vacant Tacoma Water properties to Pierce County for the development of Affordable Housing. All three properties are located in unincorporated Pierce County and are identified as Pierce County Assessor Tax Parcel Nos. 0319031019, comprising approximately 0.97 acres of land, at 9512 East 17th Avenue; 0319052079, comprising approximately 1.037 acres of land, at 10240 18th Avenue South; and 0319053157, comprising approximately 0.679 acres of land, at 10737 Ainsworth Avenue South. Upon transfer, easements will be reserved to both Tacoma Water and Power for their existing infrastructure.

BACKGROUND: No previous request has been submitted to Board in relation to this proposal. The vacant properties are in a suburban location in unincorporated Pierce County. They were originally purchased in 2002 for a potential well site as part of the Southeast Tacoma Mutual water system acquisition. However, the well site was never built, and Tacoma Water determined there is no foreseeable need to retain the properties. This transfer follows the process provided in TPU Surplus Real Property Disposition Policy #121. The properties were identified as potential for Affordable Housing in furtherance of the City's affordable housing initiative under RCW 39.33.015, and surplus declarations were signed in 2025. The only party that expressed an interest in the properties was Pierce County, who will develop the properties for Affordable Housing in accordance with applicable laws. The transfer documents were reviewed by the City Attorney's Office and approved by Tacoma Water management and Real Property Services. The cost to acquire the three properties in 2002 is estimated to be \$17,551.00, and the current combined Assessed Value is \$694,500.

Upon approval by the Board, a separate request will be made to the City Council to hold a Public Hearing to be followed by Final Approval. Closing of the transfer is expected by year-end 2026.



Board Action Memorandum

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? No

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW IT IS TO BE COVERED.

There are no operating expenses involved in this transfer and no budget modifications required.

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? No

ATTACHMENTS: Purchase and Sale Agreement, Declarations of Surplus; Property Location Maps; CAM to set Public Hearing

CONTACT:

Primary Contact: Primary Contact: Greg Muller, Real Property Supervisor, 253.337.3164
Supervisor: Hollie Rogge, Real Property Manager, Ext 8836



City of Tacoma

City Council Action Memorandum

TO: Hyun Kim, City Manager
FROM: Jackie Flowers, Director of Utilities
COPY: City Council and City Clerk
SUBJECT: Resolution – Declaration of Surplus and Sale of Tacoma Water Real Property – City Council Consent Agenda for October 6, 2026
DATE: August 25, 2026

SUMMARY AND PURPOSE:

To set Tuesday, October 20, 2026 as the date for a Public Hearing regarding the declaration of surplus and no-cost transfer of three vacant Tacoma Water properties to Pierce County for the development of Affordable Housing. All three properties are located in unincorporated Pierce County and are identified as Pierce County Assessor Tax Parcel Nos. 0319031019, comprising approximately 0.97 acres of land, at 9512 East 17th Avenue; 0319052079, comprising approximately 1.037 acres of land, at 10240 18th Avenue South; and 0319053157, comprising approximately 0.679 acres of land, at 10737 Ainsworth Avenue South. Upon transfer, easements will be reserved to both Tacoma Water and Power for their existing infrastructure.

BACKGROUND:

This Department's Recommendation is based on the following: The vacant properties are in a suburban location in unincorporated Pierce County. They were originally purchased in 2002 for a potential well site as part of the Southeast Tacoma Mutual water system acquisition. However, the well site was never built, and Tacoma Water determined there is no foreseeable need to retain the properties. This transfer follows the process provided in TPU Surplus Real Property Disposition Policy #121. The properties were identified as potential for Affordable Housing in furtherance of the City's affordable housing initiative under RCW 39.33.015, and surplus declarations were signed in 2025. The only party that expressed an interest in the properties was Pierce County, who will develop the properties for Affordable Housing in accordance with applicable laws. The transfer documents were reviewed by the City Attorney's Office and approved by Tacoma Water management and Real Property Services. The cost to acquire the three properties in 2002 is estimated to be \$17,551.00, and the current combined Assessed Value is \$694,500.

COMMUNITY ENGAGEMENT/ CUSTOMER RESEARCH:

In accordance with policy, efforts were made to engage the community and partners through providing notice and an opportunity to acquire the properties to local governments and tribes. This transfer has been vetted by Tacoma Public Utilities management.

2025 STRATEGIC PRIORITIES:

Equity and Accessibility: (Mandatory)

The properties lie outside the corporate limits of the City of Tacoma in unincorporated Pierce County in areas with overall Equity Index scores of Very Low considering the value indices of Livability, Accessibility, Economy, Environmental Health, and Education. The transfer will allow continued development of the local community, which provides housing, education, employment, and recreational opportunities in line with state-mandated Growth Management policies and Pierce County development regulations.



ALTERNATIVES:

Presumably, your recommendation is not the only potential course of action; please discuss other alternatives or actions that City Council or staff could take. Please use table below.

Alternative(s)	Positive Impact(s)	Negative Impact(s)
1. Retain properties	None.	Costs for on-going maintenance and liability.

EVALUATION AND FOLLOW UP:

As the properties will be transferred out of City of Tacoma ownership, no follow-up is required.

STAFF/SPONSOR RECOMMENDATION:

Tacoma Water and Real Property Services recommend that the City Council set Tuesday, October 20, 2026 as the date for a Public Hearing regarding the declaration of surplus and no-cost transfer to Pierce County of three properties located in unincorporated Pierce County identified as Pierce County Assessor Tax Parcel Nos. 0319031019, comprising approximately 0.97 acres of land, at 9512 East 17th Avenue; 0319052079, comprising approximately 1.037 acres of land, at 10240 18th Avenue South; and 0319053157, comprising approximately 0.679 acres of land, at 10737 Ainsworth Avenue South.

FISCAL IMPACT:

There is no fiscal impact to setting this Public Hearing.

Are there financial costs or other impacts of not implementing the legislation?

No

Will the legislation have an ongoing/recurring fiscal impact?

No

Will the legislation change the City's FTE/personnel counts?

No

ATTACHMENTS:

- Transfer Property Location Maps
- Purchase and Sale Agreement
- Declarations of Surplus

**CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION
REAL ESTATE PURCHASE AND SALE AGREEMENT**

AGREEMENT NO. A3367

Reference No.: P2025-091

Seller: City of Tacoma, Department of Public Utilities, Water Division, (d.b.a. Tacoma Water)

Buyer: Pierce County, a municipal corporation and a political subdivision of the State of Washington

Abbreviated

Legal Description: Portion of Go'vt Lot 2, NW Qtr of NE Qtr of S3, T19N, R3E, W.M. as to Parcel A; Portion of SW Qtr of NW Qtr of S5, T19N, R3E, W.M. as to Parcel B; and Revised Parcel A of BLA No. 200102205009, Portion of NE Qtr of SE Qtr of S5, T19N, R3E, W.M. as to Parcel C; all in Pierce Co., WA.

Complete Description: Page 2

Tax Parcel Nos.: Pierce County Assessor TPN 0319031019 as to Parcel A; 0319052079 as to Parcel B; and 0319053157 as to Parcel C.

JD This REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into as of February 3, 2026 the latter of date of signature of the Agreement by Buyer or Seller (the "Agreement Date") between the **CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION (d.b.a. Tacoma Water)**, a first class municipal corporation ("Seller") and Pierce County, a municipal corporation and a political subdivision of the State of Washington ("Buyer").

RECITALS

WHEREAS, Seller is the owner of certain real property acquired from the Southeast Tacoma Mutual Water Company and known as "SETM 17th Avenue East" as to Parcel A, "SETM 18th Avenue South" as to Parcel B, and "SETM Ainsworth Ave South" as to Parcel C, identified herein as the Property, and as more particularly described in Section 1. below.

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Property on the terms and conditions set forth herein for public benefit as defined by RCW 39.33.015 ("Affordable Housing").

WHEREAS, Seller has existing utility infrastructure located on one or more of Parcel A, B, and C, and which will remain upon sale of the Property, Buyer will grant and convey to Seller at Closing easements as more particularly detailed in Section 4.2 below.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT

1. Real Property. Seller is the owner of and agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the

real property located in the County of Pierce and State of Washington, more particularly described as follows (the "Property"):

Parcel A: (0319031019)

The North 145 feet of the South 280.88 feet, Block 38, now vacated, PLAT of SOUTHEAST TACOMA, as recorded in Volume 2 of Plats, page 58, records of Pierce County; Washington.

TOGETHER WITH the East half of Washington Street abutting thereon, vacated by Order of the Pierce County Commissioners in Volume 41 of Commissioner's records, page 293, records of said County and as attached by operation of law.

Parcel B: (0319052079)

BEGINNING 30 feet west of the Southeast corner of the Southwest quarter of the Southwest quarter of the Northwest quarter, Section 5, Township 19 North, Range 3 East, W.M., Pierce County, Washington; thence North 150 feet; thence West 300.25 feet; thence South 150 feet; thence East 300.25 feet to the POINT OF BEGINNING.

(Also known as Tract 113, Unrecorded Plat of Wildwood Park No. 2)

EXCEPT the South 30 feet deeded to Pierce County as recorded under Auditor's Fee No. 1577804, records of said County, for 104th Street South;

TOGETHER WITH that portion of 104th Street South adjoining on the south vacated by Pierce County Ordinance 94-145 as recorded under Auditor's Fee No. 9503230431, records of said County and attached by operation of law.

Parcel C: (0319053157)

BEGINNING at the Southwest corner of the West half of the Southeast quarter of the Northeast quarter of the Southwest quarter, Section 5, Township 19 North, Range 3 East, W.M., Pierce County, Washington; thence North along the West line of said subdivision 205 feet; thence East parallel with the South line of said subdivision 200 feet; thence South parallel with said West line 205 feet to the South line of said subdivision; thence West along said South line 200 feet to the POINT OF BEGINNING.

EXCEPT Palmer Avenue;

And Except Ainsworth Avenue per Quit Claim Deeds recorded under Auditor's Fee No's 2638021 and 8507290206, records of said County;

ALSO Except the East 5 feet thereof.

(Also known as Revised Parcel 'A' per the Survey for Boundary Line Agreement as recorded under Auditor's Fee No. 200102205009, records of said County)

2. Deposit. Intentionally omitted.

3. Consideration. Consideration due Seller for this sale (the "Consideration") shall consist of the public benefit purposes and Buyer's obligations specified in RCW 39.33.015, Buyer's obligations pursuant to this Agreement, and the Buyer's obligations pursuant to the Covenant specified in the Deed.

4. Title to Property.

4.1 Conveyance. At Closing, Seller shall convey to Buyer fee simple title to the Property by a duly executed and acknowledged quit claim deed (the "Deed"), subject to a 50-year covenant that the property shall be used for public benefit as defined by RCW 39.33.015 (the "Covenant") substantially in the form of Exhibit "A" attached hereto and by this reference incorporated herein, subject only to those encumbrances that Buyer approves pursuant to Section 4.4. below (the "Permitted Encumbrances").

4.2 Easements. At Closing, Buyer shall grant and convey to Seller the utility easements substantially in the form of Exhibit "C" attached hereto and by this reference incorporated herein (the "Easements"). Recording of the Easements shall occur immediately following recordation of the Deed.

4.3 Preliminary Commitment and Escrow Services. Upon the Agreement Date, Seller authorizes Buyer to order a preliminary commitment and open escrow, at Buyer's option and sole expense, for escrow services and an owner's standard coverage policy of title insurance to be issued by Puget Sound Title Company in Tacoma, Washington (the "Title Company"), acting as escrow agent (the "Escrow Agent"), and accompanied by copies of all documents referred to in the commitment (the "Preliminary Commitment").

4.4 Condition of Title. If Buyer receives a Preliminary Commitment pursuant to Section 4.3, Buyer shall advise Seller by written notice what encumbrances to title, if any, are disapproved by Buyer ("Disapproved Encumbrances") within ten (10) business days of receipt of the Preliminary Commitment. All monetary encumbrances other than non-delinquent ad valorem property taxes will be deemed to be disapproved. Seller will have ten (10) business days after receipt of Buyer's notice to give Buyer notice that (i) Seller will remove Disapproved Encumbrances, or (ii) Seller elects not to remove Disapproved Encumbrances. If Seller fails to give Buyer notice before the expiration of the ten (10) day period, Seller will be deemed to have elected not to remove Disapproved Encumbrances. Notwithstanding anything to the contrary in this Agreement, Seller shall remove from title on or before the Closing Date all monetary encumbrances other than those approved by Buyer. If Seller elects not to remove any Disapproved Encumbrances, Buyer will have fifteen (15) business days to notify Seller of Buyer's election either to proceed with the purchase and take the Property subject to those encumbrances, or to terminate this Agreement. If Buyer elects to terminate this Agreement pursuant to this section, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided for in this Agreement. If this Agreement is terminated, Buyer solely shall bear any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

4.5 Title Policy. At Closing, at Buyer's option and expense, Buyer shall cause the Title Company to issue to Buyer a standard coverage owner's policy of title insurance insuring Buyer's title to the Property, subject only to the Permitted Encumbrances (the "Title Policy"). The Title Policy must be dated as of the Closing Date.

5. Conditions to Closing. The satisfaction of each of the following at or before Closing shall be a condition of Closing:

5.1 Tacoma Public Utility Board and Tacoma City Council Approval. This Agreement, and the transaction contemplated hereby, must be duly approved by the Tacoma Public Utility Board and the Tacoma City Council prior to Closing. If said approvals are not obtained, this Agreement will terminate, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement,

except as otherwise provided for in this Agreement. If this Agreement is terminated, Buyer solely shall bear any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment. Nothing in this Paragraph 5.1 will obligate Seller to obtain Tacoma Public Utility Board or City Council approval beyond the ordinary course of City of Tacoma and Department of Public Utilities procedures.

- 5.2 Buyer's Indemnification. Buyer agrees to assume all liability for and to defend, indemnify and save Seller harmless from all liability and expense (including reasonable costs and attorneys' fees) in connection with all claims, suits and actions of every name, kind and description brought against Seller or its agents or employees by any person or entity as a result of or on account of injuries or damages to persons, entities and/or property received or sustained, arising out of, in connection with, or as a result of the acts or omissions of Buyer, or its agents or employees in exercising its rights under this Agreement, except for claims caused by Seller's sole negligence.
- 5.3 Buyer Feasibility Study. Buyer will have until One Hundred and Twenty (120) business days from the Agreement Date (the "Feasibility Study Period") to conduct a review of the Property and satisfy itself with respect to the condition of and other matters related to the Property and its suitability for Buyer's intended use (the "Feasibility Study"). The Feasibility Study may include all inspections and studies Buyer deems reasonably necessary or desirable. Buyer and Buyer's agents, representatives, consultants, architects and engineers will have the right, from time to time, from and after the date of this Agreement to enter onto the Property and make borings, drive test piles and conduct any other reasonable tests and studies that may be necessary or desirable to ascertain the condition and suitability of the Property for Buyer's intended use. Such tests and inspections are to be performed in a manner not disruptive to the operation of the Property. Buyer shall protect, defend and indemnify Seller from and against any construction or other liens or encumbrances arising out of or in connection with its exercise of this right of entry and shall cause any such liens or encumbrances to be promptly released. In the event Buyer does not complete the purchase for any reason whatsoever, Buyer shall promptly provide to Seller, and at no cost to Seller, complete copies of all results and reports obtained by Buyer pursuant to this Section 5.3, which results and reports shall be provided to Seller AS-IS, without representation or warranty whatsoever.
- 5.4 Non-Suitability. During the Feasibility Study Period, Buyer will have the right to terminate this Agreement if, in Buyer's good faith judgment, the Property is not suitable for Buyer's intended use or for no stated reason. Buyer's right to terminate must be exercised by delivering written notice of its election to Seller on or before the expiration of the Feasibility Study Period. In the event Buyer does not complete the purchase, Buyer shall return the Property as near as is practicable to its original condition. If Buyer terminates this Agreement pursuant to this section, this Agreement will terminate, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and Seller and Buyer will be released from all further obligation or liability hereunder, except as otherwise specified by this Agreement and except for Buyer's obligations to indemnify Seller under this section. If this Agreement is terminated, Buyer solely shall bear any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment. Failure by Buyer to notify Seller in writing of any matters affecting the suitability of the Property on or before the expiration of the Feasibility Study Period, whether or not an inspection has been carried out, shall deem Buyer to have waived this contingency.

6. Condition of the Property.

6.1 "As Is". Buyer acknowledges that Buyer is purchasing and shall acquire the Property under this Agreement in its physical condition existing at Closing, "AS-IS, "WHERE IS" AND WITH ALL FAULTS. THIS ACKNOWLEDGEMENT INCLUDES, WITHOUT LIMITATIONS, THAT THE BUYER ACCEPTS THE PROPERTY REGARDLESS OF (1) THE CONDITION OR STABILITY OF THE SOILS OR GROUND WATERS, (2) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON OR UNDER THE PROPERTY, (3) SUITABILITY FOR ANY CONSTRUCTION OR DEVELOPMENT, AND (4) ZONING AND/OR SIMILAR MATTERS. As of the Agreement Date, Seller has made no representations or warranties, express or implied, regarding the Property, excluding those representations and warranties expressly provided in this Agreement. Seller shall surrender the Property in as good condition, except for normal wear and tear, as exists on the Agreement Date. Seller agrees that it will not damage nor commit waste on the Property between the Agreement Date and Closing.

6.2 Release. Except with respect to Seller's representations and warranties expressly provided in this Agreement, Buyer releases Seller and its directors, officers, employees, and agents from any and all statutory, common law, and other claims, obligations, causes of action, losses, damages, liabilities, costs and expenses (including without limitation attorney fees), unknown to Seller, that Buyer may have against Seller arising from, in whole or in part, or related in any way to the physical condition of the Property (including conditions not readily apparent and the presence of any material classified under state or federal law or regulations as hazardous). Buyer assumes all liability and responsibility for any hazardous materials on or under the property and all costs for remediation of same, and shall not seek reimbursement from Seller therefore.

6.3 Inspections. Buyer agrees that it will rely on its own inspections and evaluations of the Property, with the exception of written documentation, including, but not limited to any disclosures required by law, provided to it by Seller, to determine the suitability of the Property for Buyer's intended use.

7. Closing. This transaction will be closed in escrow by the Escrow Agent. The closing will occur not later than thirty (30) business days following satisfaction of all conditions set forth under Section 5. Conditions to Closing herein (the "Closing Date"). "Closing", for the purpose of this Agreement, is defined as the date that all documents are executed and legal title of the Property passes to Buyer. If Closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer, the Escrow Agent will immediately terminate the sale and return any monies to the parties that deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided for in this Agreement. If this Agreement is terminated, Buyer solely shall bear any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment. When notified by the Escrow Agent, Buyer will deposit with the Escrow Agent without delay all instruments and monies required to complete the transaction in accordance with this Agreement.

8. Closing Costs and Proration. If Buyer elects to purchase title insurance, Buyer shall pay the premium for a standard coverage owner's policy of title insurance. Buyer shall pay the additional premium, if any, attributable to an extended coverage owner's policy of title insurance (if elected by Buyer) and any endorsements required by Buyer. Buyer shall also pay state of Washington real estate excise taxes applicable to the sale, if any, the cost of recording the deed, and the Escrow Agent's escrow fee. Property taxes and assessments for the current year, water and other utility charges, if any, shall be prorated as of the Closing Date unless otherwise agreed. Seller is a property tax exempt organization pursuant to R.C.W. 84.36.010, and therefore property taxes will only be due from Buyer for its ownership from and after the Closing Date.

9. Casualty Loss. Seller shall promptly notify Buyer of any event prior to the Closing Date which causes damage to or destruction of any portion of the Property. If Buyer and Seller cannot come to an agreement regarding any such damage to or destruction of the Property, including the settlement of any insurance claims, then Buyer and Seller will each have the right to terminate this Agreement by giving written notice of termination to the other party within twenty (20) business days after receipt of actual notice of such casualty loss. Upon exercise of such termination election by either party, this Agreement will terminate, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided for in this Agreement. If this Agreement is terminated, Buyer solely shall bear any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

10. Possession. Seller shall deliver possession of the Property to Buyer upon Closing. Seller shall remove any and all personal property belonging to Seller from the Property on or before Closing, unless any items are specifically authorized to remain in writing by Buyer.

11. Events of Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, Seller may pursue any remedies available to it in law or equity, including specific performance. In the event Seller fails, without legal excuse, to complete the sale of the Property, Buyer may pursue any remedies available to it in law or equity, including specific performance.

12. Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service, given by mail or e-mail. All notices must be addressed to the parties at the following addresses, or at such other addresses as the parties may from time to time direct in writing:

Seller: Tacoma Public Utilities – Real Property Services
ABS – 2nd Floor
3628 S. 35th Street
Tacoma, WA 98409
e-mail: gmuller@tacoma.gov

Buyer: Pierce County Human Services
Attn: Bryan Schmid, Affordable Housing Supervisor
3602 Pacific Avenue, Suite 200,
Tacoma, WA 98418
253-798-6909 (Office)
email: bryan.schmid@piercecountywa.gov

With a copy to: Pierce County Prosecuting Attorney/Civil Division
Attn: Karen Allston, Deputy Prosecuting Attorney
930 Tacoma Avenue South, Room 946
Tacoma, WA 98402
(253) 798-6754 (office)
email: karen.allston@piercecountywa.gov

Any notice will be deemed to have been given, when personally delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit in the U.S. mail, and if delivered by e-mail, the same day as verified by electronic "Delivery Receipt".

13. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts and by different parties hereto, each of which counterpart when so executed shall have the same force and effect as if that party had signed all other counterparts. Electronically transmitted signatures shall be fully binding and effective for all purposes.

14. Brokers and Finders. In the event any broker or other person makes a claim for a commission or finder's fee based upon the transaction contemplated by this Agreement, the party through whom said broker or other person makes its claim shall indemnify and hold harmless the other party from said claim and all liabilities, costs and expenses related thereto, including reasonable attorneys' fees, which may be incurred by such other party in connection with such claim. This indemnity shall survive the Closing of this transaction.

15. Professional Advice. Seller and Buyer hereby acknowledge that it may be advisable for either or both parties to obtain independent legal, tax or other professional advice in connection with this transaction, as the terms and conditions of this Agreement affect the parties' rights and obligations. The parties agree that they have satisfied themselves that they understand the terms and conditions of this sale and have accepted full responsibility to seek such professional advice as they deem necessary.

16. Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

17. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of Closing, will be deemed to be material, and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

18. Governing Law. This Agreement will be governed and construed in accordance with the laws of the state of Washington.

19. Attorney Fees. If either party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including without limitation, court costs and reasonable attorney fees incurred in connection with any federal, state or bankruptcy proceeding.

20. Time of the Essence. Time is of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

21. FIRPTA. If required by Escrow Agent, Seller will prepare a certification or equivalent that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act ("FIRPTA"), and Seller agrees to sign this certification. If Seller is a "foreign person" as the same is defined by FIRPTA, and this transaction is not otherwise exempt from FIRPTA, Seller will withhold and pay the required amount to the Internal Revenue Service.

22. Waiver. Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.

23. Nonmerger. The terms and provisions of this Agreement, including without limitation, all indemnification obligations, will not merge in, but will survive the Closing of the transaction contemplated under this Agreement.

24. Assignment. Buyer shall not assign this Agreement without Seller's prior written consent, which consent may not be unreasonably withheld or delayed.

25. Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

26. Additional Acts. Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any party hereto, the parties agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to give effect to the Agreement contemplated herein.

27. Survival. Any terms, conditions, or provisions of this Agreement which by their nature should survive shall survive the Closing of the sale.

28. Waiver of RCW 64.06 Disclosure. Buyer and Seller acknowledge that the Property may constitute "Commercial Real Estate" or "Residential Real Property" as defined in RCW 64.06.005. Buyer waives receipt of the seller disclosure statement required under RCW 64.06 for transactions involving the sale of such real property, except for the section entitled "Environmental." The Environmental section of the seller disclosure statement (the "Disclosure Statement") shall be provided to Buyer within five business days after acceptance of this Agreement. Buyer shall within three business days thereafter either deliver written notice to Seller to rescind the Agreement, else the Disclosure Statement will be deemed approved and accepted by Buyer. If Buyer rescinds this Agreement, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided for in this Agreement. If this Agreement is terminated, Buyer solely shall bear any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

29. Business Days. For purposes of this Agreement, Business Days are defined as Mondays through Fridays, excluding Saturdays and Sundays and all Federal, State of Washington, and City of Tacoma observed holidays.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Property, and supersedes all prior agreements and understandings, oral or written, between the parties relating to the subject matter of this Agreement.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

SELLER:

TACOMA WATER

Signed by: Jackie Flowers
11/24/2025
Jackie Flowers, Date
Director of Utilities

BUYER:

PIERCE COUNTY

Signed by: Ryan N. Mello
12/4/2025
Ryan N. Mello, Date
Pierce County Executive

Signed by: Keri Burchard-Juarez
Keri Burchard-Juarez,
Utilities Deputy Director –
Water Superintendent

Recommended:

Signed by: [Signature]
Director, Human Services Date

Signed by: Jesse Angel
Jesse Angel,
Design Support Manager

Recommended:

Signed by: [Signature]
2/3/2026
Director, Finance Date

Signed by: Dana Larsen
Dana Larsen,
Business Services Division Manager

Legal Description Review:

Signed by: John Haase
John Haase, P.L.S.
Tacoma Water Survey

Approved as to legal form only:

Approved as to form:

Signed by: Michael W. Smith
Michael W. Smith,
Deputy City Attorney

Signed by: [Signature]
12/22/2025
Deputy Prosecuting Attorney

City of Tacoma Review

Signed by: Andrew Cherullo
Andrew Cherullo,
Director of Finance

EXHIBIT A

After Recording Return To:

Tacoma Public Utilities – Real Property Services
ABS – 2nd Floor
3628 S. 35th Street
Tacoma, WA 98409

CITY OF TACOMA

DEPARTMENT OF PUBLIC UTILITIES

QUIT CLAIM DEED NO. 6794

Reference No.: P2025-091 / GWM

Grantor: City of Tacoma, Department of Public Utilities, Water Division
(d.b.a. Tacoma Water), a Washington first class municipal corporation

Grantee: Pierce County, a municipal corporation and a political subdivision of
the State of Washington

Abbreviated
Legal

Description: Portion of Go'vt Lot 2, NW Qtr of NE Qtr of S3, T19N, R3E, W.M. as to
Parcel A; Portion of SW Qtr of NW Qtr of S5, T19N, R3E, W.M. as to
Parcel B; and Rev Par A of BLA No. 200102205009, Portion of NE Qtr
of SE Qtr of S5, T19N, R3E, W.M. as to Parcel C; all in Pierce Co.,
WA.

Complete

Description: Exhibit A

Tax Parcel Nos.: Pierce County Assessor TPN 0319031019 as to Parcel A;
0319052079 as to Parcel B; and 0319053157 as to Parcel C.

QUIT CLAIM DEED

The Grantor, CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION (d.b.a. Tacoma Water), a first class municipal corporation, for and in consideration of the public benefit purposes and Buyer's obligations specified in RCW 39.33.015, conveys and quit claims to Pierce County, a municipal corporation and a political subdivision of the State of Washington, as Grantee, all interest in the following described real property (the "Property") situate in Pierce County, State of Washington, as described on Exhibit A attached hereto.

The Property is conveyed by Grantor and accepted by Grantee subject to the Condition Subsequent and Covenants described on Exhibit B attached hereto.

DATED effective as of _____.

[Remainder of page intentionally left blank.]

CONDITION SUBSEQUENT

For a period of 50 years from the date of conveyance, this deed and all rights of Grantee are subject to a condition subsequent upon the occurrence of which Grantor or its successors or assigns shall have the absolute right to terminate, by notice to Grantee or by re-entering and taking possession of the Property, the estate conveyed under this deed and all rights and/or encumbrances of all persons claiming any by or through Grantee, whereupon fee simple title to the Property shall re-vest entirely in Grantor or its governmental successors or assigns. The condition subsequent shall have occurred if Grantee shall fail to use the Property for public benefit as defined by RCW 39.33.015.

Further, Grantor may, in its absolute and sole discretion and election, forever revoke its herein-described rights upon condition subsequent upon payment by Grantee of the fair market value of the Property at the time of said election.

COVENANT REGARDING PUBLIC BENEFIT

The Property herein shall be used for public benefit as defined by RCW 39.33.015, which shall be a covenant running with the land for 50 years following recordation of this Quit Claim Deed.

COVENANT REGARDING ENVIRONMENTAL CONDITIONS

The Property herein is conveyed AS-IS, WHERE-IS, WITH-ALL-FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR ITS SUITABILITY OR SUFFICIENCY FOR THE GRANTEE'S INTENDED USES AND PURPOSES. Grantee acknowledges that adverse physical, economic or other conditions (including without limitation, adverse environmental soils and ground-water conditions), either latent or patent, may exist on the Property and assumes Grantor's responsibility for all environmental conditions of the Property, known or unknown, including but not limited to responsibility, if any, for investigation, removal or remediation actions relating to the presence, release or threatened release of any Hazardous Substance or other environmental contamination relating to the Property. Grantee also releases and shall indemnify, defend, and hold Grantor and its past, present and future officials, employees, and agents, harmless from and against any and all claims, demands, penalties, fees, damages, losses, expenses (including but not limited to regulatory agencies, attorneys, contractors and consultants' fees and costs), and liabilities arising out of the condition of the Property including but not limited to any alleged or actual past, present or future presence, release or threatened release of any Hazardous Substance in, on, under or emanating from the Property, or any portion thereof or improvement thereon, from any cause whatsoever; it being intended that Grantee shall so indemnify Grantor and such personnel without regard to any fault or responsibility of Grantor or Grantee; provided, however, that Grantee shall not release or indemnify, defend, and hold Grantor harmless for claims, demands, penalties, fees, damages, losses, expenses, and liabilities to the extent arising out of Grantor's post-Closing activities on the Property, if any. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns.

For purposes of this COVENANT, the term "Hazardous Substance" shall mean any hazardous or dangerous substance, waste or pollutant, including but not limited to petroleum products and compounds containing them, polychlorinated biphenyls ("PCBs") and compounds containing them; asbestos or asbestos-containing materials in any friable form; or any substance or material that is now or hereafter becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to environmental protection, contamination or cleanup, including the Washington Model Toxics Control Act ("MTCA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act ("SARA"), and Community Right to Know Act, the Toxic Substances Control Act ("TSCA"), Federal Water Pollution Control Act ("CWA"), the Clean Air Act ("CAA"), the Resource Conservation and Recovery Act ("RCRA"), the Oil Pollution Act of 1990, the Washington Water Pollution Control Act, the Clean Air Washington Act, the Washington Hazardous Waste Management Act ("HWWMA"), and the Washington Oil and Hazardous Substance Spill Prevention and Response Act.

Grantee's release shall include both claims by Grantee against Grantor and cross-claims against Grantor by Grantee based upon claims made against Grantee by any and all third parties. The obligation to indemnify and defend shall include, but not be limited to, any liability of Grantor to any and all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims. The obligation to complete all environmental investigation, removal or remediation of the Property and the acknowledgement, release and indemnification touch and concern the Property, restrict the use of the Property, constitute an assessment against the Property and are intended to run with the land and bind Grantee and Grantee's heirs, successors and assigns, and inure to the benefit of Grantor and its successors and assigns. This release means that Grantee accepts the Property "as-is, where-is and with-all-faults," and that Grantee assumes all responsibility of Grantor to investigate, remove and remediate any environmental conditions on the Property and has no recourse against Grantor or any of its officers, employees or agents for any claim or liability with respect to the condition of the Property at Closing.

Grantor shall have the right to defend itself and seek from Grantee recovery of any damages, liabilities, settlement awards and defense costs and expenses incurred by Grantor if Grantee does not accept unconditionally Grantor's tender to Grantee of the duty to investigate, remove and/or remediate environmental conditions on the Property and/or defend and indemnify Grantor against any such claim, suit, demand, penalty, fee, damages, losses, cost or expense. This Covenant shall apply regardless of whether or not Grantee is culpable, negligent or in violation of any law, ordinance, rule or regulation, but shall not apply to the extent that such damages, liabilities, settlement awards and defense costs and expenses arise out of Grantor's post-Closing activities on the Property. This Covenant is not intended, nor shall it, release, discharge or affect any rights or causes of action that Grantor or Grantee may have against any other person or entity, except as otherwise expressly stated herein, and each of the parties reserves all such rights including, but not limited to, claims for contribution or cost recovery relating to any Hazardous Substance in, on, under or emanating from the Property.

By acceptance of this deed, the Grantee hereby covenants and agrees for itself, its heirs, successors, and assigns, to actively enforce and not knowingly permit violations of the restrictive covenants, conditions, and obligations set forth herein. The Grantee shall take all reasonable steps, including legal action as necessary, to ensure

compliance with the covenants by all subsequent owners, occupants, or users of the real property. Failure by the Grantee to enforce such covenants shall not constitute a waiver of the right to do so in the future, but may subject the Grantee to equitable remedies, including injunctive relief, in favor of any party with a legal interest in the continued enforcement of said covenants.

[Remainder of page intentionally left blank.]

Authorized by City Council Resolution No. _____ adopted on _____ at
the request of Public Utility Board Resolution No. U- _____ adopted on
_____.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by
its proper officers this on _____.

CITY OF TACOMA

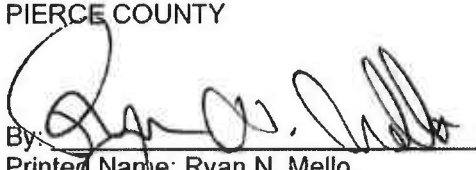
By: _____
Mayor

Attest:

City Clerk

Accepted by Grantee

PIERCE COUNTY

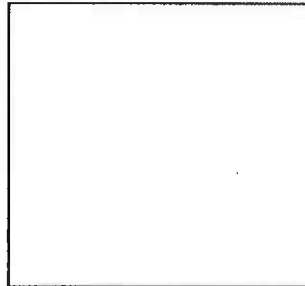
By: 
Printed Name: Ryan N. Mello
Pierce County Executive
Date: December 4, 2005

P2025-091/D6794

On _____, before me personally appeared _____, to me known to be the Mayor of the City of Tacoma, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the City of Tacoma, for the uses and purposes herein mentioned, and on oath stated that s/he was authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Tacoma.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Place Notary Seal in Box



Notary Public in and for the State
of Washington
Residing in _____

[Remainder of page intentionally left blank.]

APPROVED:

Jackie Flowers, Date
Director of Utilities

REVIEWED:

Keri Burchard-Juarez,
Utilities Deputy Director –
Water Superintendent

Jesse Angel,
Design Support Manager

Dana Larsen,
Business Services Division Manager

Legal Description Review:

John Haase, P.L.S.
Tacoma Water Survey

Approved as to form:

Michael W. Smith,
Deputy City Attorney

City of Tacoma Review

Andrew Cherullo,
Director of Finance

EXHIBIT A

Legal Description of the Property

Parcel A: (0319031019)

The North 145 feet of the South 280.88 feet, Block 38, now vacated, PLAT of SOUTHEAST TACOMA, as recorded in Volume 2 of Plats, page 58, records of Pierce County; Washington.

TOGETHER WITH the East half of Washington Street abutting thereon, vacated by Order of the Pierce County Commissioners in Volume 41 of Commissioner's records, page 293, records of said County and as attached by operation of law.

Parcel B: (0319052079)

BEGINNING 30 feet west of the Southeast corner of the Southwest quarter of the Southwest quarter of the Northwest quarter, Section 5, Township 19 North, Range 3 East, W.M., Pierce County, Washington; thence North 150 feet; thence West 300.25 feet; thence South 150 feet; thence East 300.25 feet to the POINT OF BEGINNING.

(Also known as Tract 113, Unrecorded Plat of Wildwood Park No. 2)

EXCEPT the South 30 feet deeded to Pierce County as recorded under Auditor's Fee No. 1577804, records of said County, for 104th Street South;

TOGETHER WITH that portion of 104th Street South adjoining on the south vacated by Pierce County Ordinance 94-145 as recorded under Auditor's Fee No. 9503230431, records of said County and attached by operation of law.

Parcel C: (0319053157)

BEGINNING at the Southwest corner of the West half of the Southeast quarter of the Northeast quarter of the Southwest quarter, Section 5, Township 19 North, Range 3 East, W.M., Pierce County, Washington; thence North along the West line of said subdivision 205 feet; thence East parallel with the South line of said subdivision 200 feet; thence South parallel with said West line 205 feet to the South line of said subdivision; thence West along said South line 200 feet to the POINT OF BEGINNING.

EXCEPT Palmer Avenue;

And Except Ainsworth Avenue per Quit Claim Deeds recorded under Auditor's Fee No's 2638021 and 8507290206, records of said County;

ALSO Except the East 5 feet thereof.

(Also known as Revised Parcel 'A' per the Survey for Boundary Line Agreement as recorded under Auditor's Fee No. 200102205009, records of said County)

Exhibit B
Permitted Encumbrances

1. Easement, including the terms, covenants and provisions thereof, reserved by Ordinance No.: 94-145,
Approved & Filed: January 31, 1995
In Favor Of: Pierce County
For: Public Utilities
Recorded: 9503230431
Affects: Parcel B
2. Terms, Covenants, Conditions and Restrictions as contained in recorded Lot Line Adjustment (Boundary Line Revision):
Recorded: February 20, 2001
Recording No.: 200102205009
Affects: Parcel C
3. Right of Entry Agreement, and the terms and conditions thereof:
Recorded: August 22, 2001
Recording No.: 200108220625
Affects: Parcel C

Exhibit C
Easements

WHEN RECORDED RETURN TO:
Tacoma Public Utilities
Real Property Services
PO Box 11007, Tacoma, WA 98411

**CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
EASEMENT NO. 2901**

Reference No.	P2025-091 GWM
Grantor:	Pierce County, a municipal corporation and a political subdivision of the State of Washington
Grantee:	City of Tacoma, Department of Public Utilities, Water Division (d.b.a. Tacoma Water)
Abbreviated Legal Description:	Revised Parcel A of BLA No. 200102205009, Portion of NE Qtr of SE Qtr of S5, T19N, R3E, W.M., Pierce Co., WA.
Complete Description:	Page 2
Tax Parcel No.:	0319053157

(THIS SECTION FOR AUDITOR'S INDEXING PURPOSES ONLY)

The undersigned, Pierce County, a municipal corporation and a political subdivision of the State of Washington, record owner of the premises hereinafter described, hereinafter referred to as "Grantor", by and through Executive Ryan N. Mello, for good and valuable consideration from the City of Tacoma, Department of Public Utilities, Water Division (d.b.a. Tacoma Water), hereinafter referred to as "Tacoma Water" and/or "Grantee", the receipt of which is hereby acknowledged, does hereby grant unto said Tacoma Water, its successors and assigns, the right and privilege to construct, operate, maintain, alter, repair, improve, upgrade, add, extend, relocate and replace aboveground and

underground utilities including, but not limited to, mains, vaults, hydrants, service lines, and all appurtenant equipment ("Water Facilities") for the transmission, distribution, supply, service and sale of municipal water and other services in, under, over, along and across the following real property situate and being in the County of Pierce and State of Washington, described as follows, to-wit:

An "Easement Area" with no vertical limitations extending ten (10) feet from all horizontal sides of the Facilities as now constructed by Grantee or to be constructed, extended or relocated by Grantee lying within the following described property:

"PARCEL C" OF THAT CERTAIN TRACT CONVEYED BY THE CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION (D.B.A. TACOMA WATER), A FIRST CLASS MUNICIPAL CORPORATION, TO PIERCE COUNTY, A MUNICIPAL CORPORATION AND A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, BY THAT CERTAIN QUIT CLAIM DEED DATED _____ AND RECORDED _____ UNDER AUDITOR'S FILE NO. _____, RECORDS OF PIERCE COUNTY, WASHINGTON.

Situate in the County of Pierce, State of Washington.

Together with the right to trim and keep trimmed all vegetation located upon the tract of land above described.

Following the initial construction of any Water Facilities, Tacoma Water may, from time to time, construct such additional Water Facilities as it may require to support the utility system and/or provide utility services.

It is agreed that the Grantor and its successors shall not construct any new permanent structures within the Easement Area; provided that said easement area may be used for

ingress, egress, and landscaping purposes to the extent the same shall not unduly interfere with the operation and maintenance of the facilities for which this Easement is granted. However, if the Grantor does construct a permanent structure within the Easement Area, the Grantee may at any time remove or cause the removal of such structures at the Grantor's cost. In addition, the Grantee is not responsible for damaging the Grantor's structures within the Easement Area. For the purposes of the Easement, a "structure" includes, but is not limited to, any building, carport, trash enclosure, fence, drain field, fountain, wall, and rockery.

The Grantor shall at all times provide access to Tacoma Water staff and its contractors to change, repair, renew or remove said equipment or facilities. The Grantor herein further grants to Tacoma Water, its contractors and/or agents, the right to hereafter temporarily enter upon the Grantor's remaining lands where necessary to construct or maintain said facilities.

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P2025-091 GWM / E2901

IN WITNESS WHEREOF, I have executed this instrument at Pierce County, Washington,
on _____.

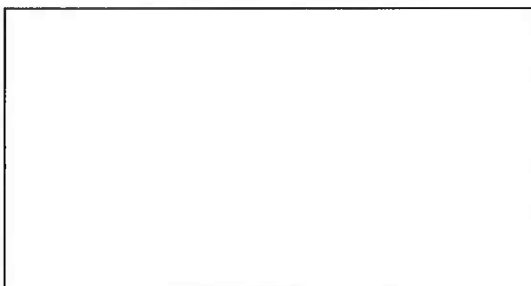
Ryan N. Mello, Executive

STATE OF WASHINGTON)
) §
COUNTY OF PIERCE)

On this day personally appeared before me Ryan N. Mello, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

PLACE NOTARY SEAL IN BOX



Notary Public in and for the
State of Washington

Residing in _____

P2025-091 GWM / E2901

Dated: _____

Accepted:

Water Superintendent

Reviewed:

Water Planning and Engineering

Form Approved:

Deputy City Attorney

WHEN RECORDED RETURN TO:
Tacoma Public Utilities
Real Property Services
PO Box 11007, Tacoma, WA 98411

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
EASEMENT NO. 14007

Reference No.	P2025-091 GWM
Grantor:	Pierce County, a municipal corporation and a political subdivision of the State of Washington
Grantee:	City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power)
Abbreviated	
Legal Description:	Revised Parcel A of BLA No. 200102205009, Portion of NE Qtr of SE Qtr of S5, T19N, R3E, W.M., Pierce Co., WA.
Complete Description:	Page 2
Tax Parcel No.:	0319053157

(THIS SECTION FOR AUDITOR'S INDEXING PURPOSES ONLY)

The undersigned, Pierce County, a municipal corporation and a political subdivision of the State of Washington, record owner of the premises hereinafter described, hereinafter referred to as "Grantor", by and through Executive Ryan N. Mello, for good and valuable consideration from the City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power), hereinafter referred to as "Tacoma Power" and/or "Grantee", the receipt of which is hereby acknowledged, does hereby grant unto said Tacoma Power, its successors and assigns, the right and privilege to construct, operate, maintain, alter, repair, improve, upgrade, add, extend, relocate, and replace, underground, aboveground, and overhead utilities including, but not limited to, electric and communications/data wires,

cable, conduit, pipes, antennas, service and distribution wires, transformers, vaults, switches, poles, anchors, guywires, secondary service boxes, and appurtenant equipment ("Facilities") for the transmission, distribution, service and sale of electric power and other services in, upon, over, under, along and across the following real property situate and being in the County of Pierce and State of Washington, described as follows, to-wit:

An "Easement Area" with no vertical limitations extending twelve-and-one-half (12.5) feet from all horizontal sides of the Facilities as now constructed by Grantee or to be constructed, extended or relocated by Grantee lying within the following described property:

"PARCEL C" OF THAT CERTAIN TRACT CONVEYED BY THE CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, WATER DIVISION (D.B.A TACOMA WATER), A FIRST CLASS MUNICIPAL CORPORATION, TO PIERCE COUNTY, A MUNICIPAL CORPORATION AND A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, BY THAT CERTAIN QUIT CLAIM DEED DATED _____ AND RECORDED _____ UNDER AUDITOR'S FILE NO. _____, RECORDS OF PIERCE COUNTY, WASHINGTON.

Situate in the County of Pierce, State of Washington.

Together with the right to trim and keep trimmed all vegetation located upon the tract of land above described.

Following the initial construction of any Facilities, Tacoma Power may, from time to time, construct such additional Facilities as it may require to support the utility system and/or provide utility services.

It is agreed that the Grantor and its successors shall not construct any permanent structures within the Easement Area; provided that the Easement Area may be used for

landscaping, and fencing; provided that such use does not interfere with Tacoma Power's maintenance and operations of Facilities within the Easement Area granted hereunder.

The Grantor shall at all times provide access to Tacoma Power staff and its contractors to change, repair, renew or remove said equipment or Facilities. The Grantor herein further grants to Tacoma Power, its contractors and/or agents, the right to hereafter temporarily enter upon the Grantor's remaining lands where necessary to construct or maintain said Facilities.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

P2025-091 GWM / E14007

IN WITNESS WHEREOF, I have executed this instrument at Pierce County, Washington,
on _____.

Ryan N. Mello, Executive

STATE OF WASHINGTON)
) §
COUNTY OF PIERCE)

On this day personally appeared before me Ryan N. Mello, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

PLACE NOTARY SEAL IN BOX



Notary Public in and for the
State of Washington

Residing in _____

P2025-091 GWM / E14007

Dated: _____

Accepted:

Transmission & Distribution Asst. Manager

Project Lead

Form Approved:

Deputy City Attorney



TACOMA PUBLIC UTILITIES

3628 South 35th Street

Tacoma, Washington 98409-3192

Date: 02/11/2025

From: Jackie Flowers, Director of Utilities

To: Dylan Harrison, Principal Real Property Officer, Real Property Services

Subject: Declaration of Surplus of Tacoma Water Property -
9512 East 17th (S of) Avenue, unincorporated Pierce County, WA

Tacoma Water owns a parcel of land located within unincorporated Pierce County identified as Pierce County Assessor Tax Parcel Number 0319031019 and legally described (subject to revision and reservation of easements, restrictions, or covenants) as follows:

The north 145 feet of the south 280.88 feet of Block 38, now vacated, Southeast Tacoma, according to the plat recorded in Book 2 of Plats at page 58;

Together with the east half of Washington Street abutting thereon, vacated by order of the Pierce County Commissioners dated November 29, 1927;

Subject to encroachment by fence on the south line of the within described premises of 2 feet, more or less, as disclosed by survey by Alan J. Wtye, professional land surveyor, job number 3457-79.

Situate in the County of Pierce, State of Washington.

The property was purchased in 2002 for a potential well site as part of the Southeast Tacoma Mutual water system acquisition. However, the well site was never built, and Tacoma Water has determined that there is no foreseeable need to retain the property.

Pursuant to City of Tacoma Municipal Code Section 1.06.280, I hereby certify the herein described property has no further public utility use and that that the disposition thereof would be in the best interests of Tacoma Public Utilities.

Further, I hereby direct Real Property Services to dispose of the property in accordance with TPU Board Surplus Real Property Disposition Policy #121.

APPROVED:

DocuSigned by:


Jackie Flowers, Director of Utilities

cc: Justin Davis, Public Works Division Manager, Facilities Management





TACOMA PUBLIC UTILITIES

3628 South 35th Street

Tacoma, Washington 98409-3192

Date: 02/11/2025

From: Jackie Flowers, Director of Utilities

To: Dylan Harrison, Principal Real Property Officer, Real Property Services

Subject: Declaration of Surplus of Tacoma Water Property -
10240 18th Ave S, unincorporated Pierce County, WA

Tacoma Water owns a parcel of land located in unincorporated Pierce County identified as Pierce County Assessor Tax Parcel Number 0319052079 and legally described (subject to revision and reservation of easements, restrictions, or covenants) as follows:

Beginning 30 feet West of the Southeast corner of the Southwest quarter of the Southwest quarter of the Northwest quarter of Section 5, Township 19 North, Range 3 East, W.M., in Pierce County, Washington; thence running North 150 feet; thence West 300.25 feet; thence South 150 feet; thence east 300.25 feet to the point of beginning, being Tract 113 in Wildwood Park #2 unrecorded plat, in Pierce County, Washington;

Except the South 30 feet deeded to Pierce County by deed recorded under Auditor's No. 1577804, records of Pierce County Washington, for South 104th Street;

Together with that portion of 104th Street South adjoining on the south vacated by Ordinance recorded under Auditor's No. 9503230431;

Together with and subject to easement and restrictions of record.

Situate in Pierce County, State of Washington.

The property was purchased in 2002 for a potential well site as part of the Southeast Tacoma Mutual water system acquisition. However, the well site was never built, and Tacoma Water has determined that there is no foreseeable need to retain the property.

Pursuant to City of Tacoma Municipal Code Section 1.06.280, I hereby certify the herein described property has no further public utility use and that the disposition thereof would be in the best interests of Tacoma Public Utilities.

Further, I hereby direct Real Property Services to dispose of the property in accordance with TPU Board Surplus Real Property Disposition Policy #121.

APPROVED:

DocuSigned by


Jackie Flowers, Director of Utilities

cc: Justin Davis, Public Works Division Manager, Facilities Management





TACOMA PUBLIC UTILITIES

3628 South 35th Street

Tacoma, Washington 98409-3192

Date: 02/11/2025

From: Jackie Flowers, Director of Utilities

To: Dylan Harrison, Principal Real Property Officer, Real Property Services

Subject: Declaration of Surplus of Tacoma Water Property -
10737 Ainsworth Ave S, unincorporated Pierce County, WA

Tacoma Water owns a parcel of land located in unincorporated Pierce County identified as Pierce County Assessor Tax Parcel Number 0319053157 and legally described (subject to revision and reservation of easements, restrictions, or covenants) as follows:

Beginning at the Southwest corner of the Southeast quarter of the Northeast quarter of the Southwest quarter of Section 5, Township 19 North, Range 3 East of the W.M., in Pierce County, Washington; thence north along the west line of said subdivision 205 feet; thence east parallel to the south line of said subdivision 200 feet; thence south parallel to said west line 205 feet to the south line of said subdivision; thence west along said south line 200 feet to the point of beginning;

Except Ainsworth Avenue.

Situate in the County of Pierce, State of Washington.

The property was purchased in 2002 for a potential well site as part of the Southeast Tacoma Mutual water system acquisition. However, the well site was never built, and Tacoma Water has determined that there is no foreseeable need to retain the property.

Pursuant to City of Tacoma Municipal Code Section 1.06.280, I hereby certify the herein described property has no further public utility use and that the disposition thereof would be in the best interests of Tacoma Public Utilities.

Further, I hereby direct Real Property Services to dispose of the property in accordance with TPU Board Surplus Real Property Disposition Policy #121.

APPROVED:

DocuSigned by:


Jackie Flowers, Director of Utilities

cc: Justin Davis, Public Works Division Manager, Facilities Management



SURPLUS PROPERTY PROFILE

TPU Division: Tacoma Water

Property: "SETM 17th Avenue East" – 9512 East 17th (S of) Avenue, unincorporated Pierce County

Location: Mid-block on the west side of 17th Avenue E, between 95th Street E and 97th Street E.

Jurisdiction: Pierce County

Tax Parcel No(s): 0319031019

Parcel Size: 0.970± acres / 42,253± SF

Zoning: MSF, Moderate Density Single Family within the Parkland-Spanaway-Midland Community Plan.

Previous Appraised Value: Last appraised December 2006 for \$150,000 (\$3.55± per SF) based upon a highest and best use for development with one SFR. 2024 Assessed Value (land only): \$180,400 (\$4.27± per SF).

Ownership History:

The property was acquired via Quit Claim Deed in 2002 (D6608) from the South East Tacoma Mutual Water Company. Well decommissioned in 2006.

Legal Encumbrances: Title report June 2000. None known.

Restrictions on Disposition: None known.

Restrictions on Use of Surplus Proceeds: None known.

Legal Description (Subject to revision and reservation of easements, restrictions, or covenants):

The north 145 feet of the south 280.88 feet of Block 38, now vacated, Southeast Tacoma, according to the plat recorded in Book 2 of Plats at page 58;

Together with the east half of Washington Street abutting thereon, vacated by order of the Pierce County Commissioners dated November 29, 1927;

Subject to encroachment by fence on the south line of the within described premises of 2 feet, more or less, as disclosed by survey by Alan J. Wtye, professional land surveyor, job number 3457-79.

Situate in the County of Pierce, State of Washington.

SURPLUS PROPERTY PROFILE

TPU Division: Tacoma Water

Property: "SETM 18th Avenue South" – 10240 18th Ave S, unincorporated Pierce County

Location: NW corner of 18th Avenue South and 104th Street South

Jurisdiction: Pierce County

Tax Parcel No(s): 0319052079

Parcel Size: 1.037± acres / 45,150± SF

Zoning: MSF - Moderate Density Single Family residential within the Parkland-Spanaway-Midland Communities Plan

2024 Assessed Value (land only): \$232,300 (\$5.15± per SF).

Ownership History:

The property was acquired via Quit Claim Deed in 2002 (D6607) from the Southeast Tacoma Mutual Water Company. Wells decommissioned in 2006.

Legal Encumbrances: Unknown. No Title Report Available.

Restrictions on Disposition: None known.

Restrictions on Use of Surplus Proceeds: None known.

Legal Description (Subject to revision and reservation of easements, restrictions, or covenants):

Beginning 30 feet West of the Southeast corner of the Southwest quarter of the Southwest quarter of the Northwest quarter of Section 5, Township 19 North, Range 3 East, W.M., in Pierce County, Washington; thence running North 150 feet; thence West 300.25 feet; thence South 150 feet; thence east 300.25 feet to the point of beginning, being Tract 113 in Wildwood Park #2 unrecorded plat, in Pierce County, Washington;

Except the South 30 feet deeded to Pierce County by deed recorded under Auditor's No. 1577804, records of Pierce County Washington, for South 104th Street;

Together with that portion of 104th Street South adjoining on the south vacated by Ordinance recorded under Auditor's No. 9503230431;

Together with and subject to easement and restrictions of record.

Situate in Pierce County, Washington.

Property Location Map



SURPLUS PROPERTY PROFILE

TPU Division: Tacoma Water

Property: "SETM Ainsworth Ave South" – 10737 Ainsworth Ave S, unincorporated Pierce County

Location: Mid-block on the east side of Ainsworth Ave S, between 106th Street S and 108th Street S.

Jurisdiction: Pierce County

Tax Parcel No(s): 0319053157

Parcel Size: 0.679± acres / 29,578± SF

Zoning: MHR, Moderate - High Density Residential within the Parkland-Spanaway-Midland Communities Plan

2006 Appraisal - \$140,000 or \$4.73± per SF. 2024 Assessed Value: \$235,400 - \$228,200 - Land (\$7.72± per SF); \$7,200 - Improvements.

Ownership History: The property was acquired via Quit Claim Deed in 2002 (D6605) from the Southeast Tacoma Mutual Water Company. Well decommissioned in 2007.

Legal Encumbrances: Title report June 2000. Easement North 10' for electrical distribution lines to Tacoma Power AFN 2799366 (E7950).

Restrictions on Disposition: None known.

Restrictions on Use of Surplus Proceeds: None known.

Legal Description (Subject to revision and reservation of easements, restrictions, or covenants):

Beginning at the Southwest corner of the Southeast quarter of the Northeast quarter of the Southwest quarter of Section 5, Township 19 North, Range 3 East of the W.M., in Pierce County, Washington; thence north along the west line of said subdivision 205 feet; thence east parallel to the south line of said subdivision 200 feet; thence south parallel to said west line 205 feet to the south line of said subdivision; thence west along said south line 200 feet to the point of beginning;
Except Ainsworth Avenue.
Situate in the County of Pierce, State of Washington.

Note: The above description is from D6605 by which Tacoma Water came into title. This description conflicts with the Assessor's legal which is based on a 2001 BLA (AFN 200102205009) which transferred the E 5 feet to the abutter via AFN 200102200574, both recorded 02/20/01, before D6605 signed 04/02/01 and recorded 04/26/02. D6005 does not except out the E 5 feet of the property which must have been an oversight. The foregoing may become moot if transfer to the PCHA for no consideration as they own the property to the south (and east). However, will use the description from D6005, Assessor site area per the BLA; and may have to respond to title company at time of closing.

Property Location Map



OVERALL PROPERTIES

LOCATION MAP



1 – 9512 EAST 17TH AVENUE

2 – 10240 18TH AVENUE SOUTH

3 – 10737 AINSWORTH AVENUE SOUTH

PROPERTY LOCATION MAP



PROPERTY LOCATION MAP



PROPERTY LOCATION MAP

